

REVISED CONTRACT OF EMPLOYMENT
OF
SCHOOL SUPERINTENDENT

Pursuant to KRS 160.350, this Amended Contract is made and entered into this 18th day of July, 2017, by and between FLEMING COUNTY BOARD OF EDUCATION, with a principle address of 211 West Water Street, Flemingsburg, Kentucky 41041 (hereinafter called "Board"), and BRIAN K. CREASMAN, Ed.D., curenly of 417 Dye Street, Flemingsburg, Kentucky 41041, a certified teacher holding a superintendent's certificate currently issued by the Commonwealth of Kentucky, and in accordance with section 161.020 of the Kentucky Revised Statutes, and which is now in force and effect (hereinafter called "Superintendent").

WITNESSETH: That at a lawfully called and noticed meeting of the Board, held at Fleming County School's Central Office on the 18th day of July, 2017, the said Brian K. Creasman's contract was extended as Superintendent for the public schools of Fleming County, Kentucky for the *revised* term commencing 1st day of, July 2017, and expiring at close of business on the 30th day of June, 2022. The parties to this contract hereby reduce to writing the amendments to the following terms and conditions:

A) The services to be performed by the Superintendent shall be such as are required by the Kentucky Revised Statutes (KRS 160.370, et al), by the lawful rules and regulations of the Kentucky Department of Education (hereinafter called "KDE"), and by the lawful rules and regulations of the local Fleming County Board of Education (hereinafter called "the Board").

B) The duties to be performed are to commence on the 1st day of July, 2017, 2018, 2019, 2020, 2021, and 2022 for the 2017-18, 2018-19, 2019-2020, 2020-2021, 2021-2022 school years for a period of 240 work days in all said school years, all in conformity with the school calendar adopted or amended by the Board and approved by the KDE for the school year, for the number of days required by such calendar, together with extended employment, to end not later than June 30th for each of the subsequent year of this contract.

C) The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this contract. However, the Superintendent, with prior approval of the Board, may undertake consultive work, speaking engagements, writing and lecturing, or other professional duties and obligations, which do not impede or conflict with Superintendent's duties to this school system and the Board.

D) In consideration of the services provided for by this contract the Superintendent shall be paid a salary in accordance with this contract adopted by the Board on the 18th day of July, 2017, and approved by the KDE for any year coming within the limits of this contract, the salary for the first such school year being One Hundred-Twenty- Five-Thousand Dollars (\$125,000.00) beginning the 1st of July, 2017. The Superintendent shall also receive thereafter any Board-approved, or state legislative mandated percentage increases or specified dollar amount increases as may be approved for all certified school employees for the second, third and fourth year of this contract. However, no additional payment shall be made for Rank and Service for the term of this contract.

E) The salary shall be payable not later than the end of each month during the period of employment and/or in accordance with a plan adopted by Board Policy, and in compliance with the lawful rules and regulations of the KDE.

- F) The Board shall provide the Superintendent with the following benefits:
1. Umbrella policy premium for Superintendent Excess Liability coverage through KASA.
 2. Twelve (12) sick days per year, to be accrued at the rate of 1 day for each normal month worked, and to be accumulated without limit if unused. However, it is agreed and understood by the Parties hereto that should the Superintendent not use all his days hereunder, and he decides to leave the District, any unused sick days shall not be able to be cashed out or paid to the Superintendent.
 3. One (1) personal day per year.
 4. Three (3) emergency days as defined in Board policy not to be deducted from sick leave.
 5. Health Insurance will be provided to the Superintendent by the State as done for all other certified employees. In addition, the District shall provide enhanced family coverage for his spouse and child.

G) The Superintendent shall be paid a monthly allowance for the following expenses in addition to the regular salary established herein:

1. Vehicle and in-county travel expenses - Three-Hundred Dollars (\$300.00);
2. Technology expenses - One-Hundred-Fifty Dollars (\$150.00)
(incurred while carrying out the duties of Superintendent from his home or office. This expense includes but is not limited to personal computer equipment and personal high-speed internet access, and cellular phone service);

3. Term Life Insurance - One-Hundred-Thousand Dollars (\$100,000.00) Coverage amount, premium paid annually by the Board.

H) In addition, the Board agrees that it shall be responsible for the payment of the Superintendent's professional educational membership dues in KASS, KASA, and KSBA, and will pay up to 3 professional magazine subscriptions, and membership dues for Rotary Club, all as incurred.

I) The Superintendent shall attend appropriate professional meetings and conferences at the regional, state, and national levels. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an itemized statement of out-of-district travel and related expenses is submitted to and approved by the Board.

J) The Superintendent shall be evaluated by the Board on an annual basis during the term of this contract.

K) The Superintendent shall keep such records and reports and furnish the same to the Board at regular periods designated by it and its lawful rules and regulations, and the lawful rules and regulations of the KDE.

L) The power of the Board to suspend or dismiss the Superintendent pursuant to the provisions of KRS 160.350 is in no manner impaired or affected by this contract. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss the Superintendent during the term of this contract. No discharge shall be effective until charges have been served and an opportunity for a fair hearing in accordance with Kentucky Revised Statutes after legal notice of said hearing is provided to the Superintendent in writing, unless waived by the Superintendent. However, the Superintendent realizes that the Board is not obligated to extend the contract beyond the current term addressed herein.

M) This contract shall remain in full force subject to all provisions herein, **including revisions**, unless and until lawfully terminated under the provisions included herein, or under other provisions of the Kentucky Revised Statutes.

N) This contract contains all the terms **including the revisions** agreed upon by the parties with respect to the subject matter of this contract, and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether written or oral.

WITNESS the following signatures for this amendment to the original contract as of the day, month, and year first above, to this contract of five (4) pages in total length.

FLEMING COUNTY BOARD:
OF EDUCATION

By: Mike Ishmael
Mike Ishmael, Chairman

SUPERINTENDENT:

Brian K. Creasman
Brian K. Creasman, Ed.D.

STATE OF KENTUCKY
COUNTY OF FLEMING

Before me personally appeared Mike Ishmael in his official capacity as Chairman of the Fleming County Board of Education, who produced, signed and acknowledged the foregoing

revised to "Contract of Employment of School Superintendent" with Brian K. Creasman, Ed.D., being 4 pages in length, to be the free act and deed of said Board for all purposes therein contained.

Witness my hand and official seal this 18th day of July, 2017

Janet Egan
Notary Public, State of Ky. @ Large

My Comm.
Expires: 2/06/2020

STATE OF KENTUCKY
COUNTY OF FLEMING

Before me personally appeared Brian K. Creasman, Ed.D., who produced, signed and acknowledged the foregoing Amendment to "Contract of Employment of School Superintendent" with the Fleming County Board of Education, being 5 pages in length, to be his free act and deed for all purposes therein contained.


Witness my hand and official seal this 18th day of July, 2017



Notary Public, State of Ky. @ Large

My Comm.
Expires: 2/04/2020

This Instrument Prepared By: _____



Thomas L. MacDonald, School Board Attorney
MacDonald, Walton & Razor, PLLC
129 West Water Street
Flemingsburg, Kentucky 41041
(606) 845-2771

Regular Meeting
July 18, 2017
Central Office
6:30 PM

Attendance Taken at 6:25 PM:

Present Board Members:

Ms. Heather Crump
Ms. Sandy Faris
Mr. Mike Ishmael
Mr. Eddie Ward
Mr. James Watkins

1. Call to Order

The regular meeting of the Fleming County Board of Education was called to order on Tuesday, July 18, 2017 at 6:30 p.m.

2. Moment of Silence

3. Pledge of Allegiance

4. Welcome Guests

5. Approval of Minutes

Order #1 - Motion Passed: Approval of minutes of the June 20, 2017 regular meeting and June 26, 2017 called meeting passed with a motion by Mr. Eddie Ward and a second by Ms. Sandy Faris.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

6. Approval of Agenda

Order #2 - Motion Passed: Approval of agenda as presented with revisions passed with a motion by Ms. Heather Crump and a second by Mr. James Watkins.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

7. Informational Items

The following items are for informational purposes.

7.A. FRYSC Report

7.B. Athletic Report

7.C. Superintendent's Report/2016-2017 District Accomplishment

7.D. Quarterly Report (Year-End Review)

7.E. Teaching & Learning Framework

8. Reports

8.A. Personnel Report

The personnel report was attached for review. No board action is required for this report.

8.B. Monthly Financial Report

Order #3 - Motion Passed: Approval of the monthly financial report as presented passed with a motion by Ms. Sandy Faris and a second by Ms. Heather Crump.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

9. Superintendent's Contract Amendments

Order #4 - Motion Passed: Approve amendments to the Superintendent's contract beginning 2017-2018 school year as presented passed with a motion by Mr. James Watkins and a second by Mr. Eddie Ward.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

10. Consent Items

Order #5 - Motion Passed: Approval of Consent Items as presented excluding Item 10.D. passed with a motion by Ms. Sandy Faris and a second by Ms. Heather Crump.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

10.A. Payment of Claims

Approve the payment of claims as presented.

10.B. Second Reading of Policy Updates

Approve second reading of the following policy updates:

01.1
01.11
01.111
01.42
02.1311
02.4241
02.4244
02.44
02.441
02.442
03.11
03.112
03.1161
03.121
03.1211
03.13253
03.18
03.19
03.21
03.2141
03.221
03.2211
03.23253
04.92
06.2
07.1
07.12
08.11
08.113
08.1131
08.133
08.13451
08.13452
08.14
08.222
08.232
08.3
08.4
08.5
09.111
09.12
09.121
09.122
09.1223
09.1231
09.13
09.14
09.2
09.2211
09.227

09.311
09.34
09.425
09.4294
09.4361
10.5

10.C. District Gifted/Talented Framework

Approve District Gifted/Talented Framework for 2017-2018 school year as presented.

10.D. Contract with Comprehend, Inc.

Approve contract proposal with Comprehend, Inc. for 2017-2018 school year as presented.

10.E. Contract with Amend Psychological Services

Approve contract proposal with Amend Psychological Services for 2017-2018 as presented.

10.F. School Law Enforcement Protocol

Approve School Law Enforcement Protocol for 2017-2018 school year as presented.

10.G. Proposed Meal Prices for 2017-2018 School Year

Approve proposed meal prices for 2017-2018 as presented.

10.H. Approve Bid

Approve bid for School Nutrition sanitation services and cleaning supplies for 2017-2018 school year as presented.

10.I. Physical Therapy and Occupational Therapy Consulting Contract with Fleming County Hospital

Approve 2017-2018 Physical Therapy and Occupational Therapy Consulting Contract with Fleming County Hospital as presented.

10.J. Surplus Property

Approve declaring the batting turtle (batting cage at high school) as surplus property and sale at local auction with time and date to be determined.

10.K. Premier Integrity Solutions Proposal

Approve proposal from Premier Integrity Solutions for student random drug testing for 2017-2018 school year as presented.

11. Go Into Closed Session to Discuss Personnel and Pending Litigation per KRS 61.810(1)(f)(c)

Order #6 - Motion Passed: Approve going into closed session to discuss personnel and pending litigation per KRS 61.810(1)(f)(c) passed with a motion by Mr. James Watkins and a second by Ms. Heather Crump.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

12. Go Out of Closed Session

Order #7 - Motion Passed: Approve going out of closed session passed with a motion by Ms. Sandy Faris and a second by Mr. Eddie Ward.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

13. School Resource Officer Agreement

Order #8 - Motion Passed: Approve School Resource Officer Agreement for 2017-2018 school year as presented. passed with a motion by Mr. Eddie Ward and a second by Ms. Sandy Faris.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

14. State Funded Preschool Positions

Order #9 - Motion Passed: Approval of the addition of three (3) certified teachers and three (3) instructional assistants for the state funded preschool classrooms passed with a motion by Ms. Sandy Faris and a second by Mr. James Watkins.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

15. Resolution of Pending Litigation

Order #10 - Motion Passed: Authorize the resolution of pending litigation consistent with our closed session discussion passed with a motion by Mr. Eddie Ward and a second by Ms. Sandy Faris.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

16. Revised District Supplementary Salary Schedule

Order #11 - Motion Passed: Approve revised District Supplementary Salary Schedule for 2017-2018 as presented passed with a motion by Ms. Heather Crump and a second by Mr. James Watkins.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

17. Adjournment

Order #12 - Motion Passed: Approval of adjournment passed with a motion by Ms. Sandy Faris and a second by Ms. Heather Crump.

5 Yeas - 0 Nays.

Ms. Heather Crump	Yes
Ms. Sandy Faris	Yes
Mr. Mike Ishmael	Yes
Mr. Eddie Ward	Yes
Mr. James Watkins	Yes

Chairperson

Superintendent